

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

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U.S. DISTRICT COURT  
DISTRICT OF MASS.

RICHARD BOWIE,  
Plaintiff

v.

SPECIALTY ELASTOMERS  
HOLDINGS, INC.  
Defendant

Case No.  
03-CV-12279-RWZ

**DEFENDANT'S ANSWER TO THE PLAINTIFF'S COMPLAINT**

Pursuant to Fed.R.Civ.P. 8 and 12 the defendant,  
Specialty Elastomers Holdings, Inc., responds,  
paragraph by paragraph, to the allegations in the  
plaintiff's complaint.

1. Upon information and belief, the defendant admits the allegations of fact contained in paragraph one.
2. The defendant admits the allegations of fact contained in paragraph two.
3. The defendant is without knowledge or information sufficient to form a belief as to the truth of the averments in paragraph three and, on that basis, denies the same.
4. The defendant is without knowledge or information sufficient to form a belief

as to the truth of the averments in paragraph four and, on that basis, denies the same.

5. The defendant is without knowledge or information sufficient to form a belief as to the truth of the averments in paragraph five and, on that basis, denies the same.
6. The defendant is without knowledge or information sufficient to form a belief as to the truth of the averments in paragraph six and, on that basis, denies the same.
7. The defendant is without knowledge or information sufficient to form a belief as to the truth of the averments in paragraph seven and, on that basis, denies the same.
8. The defendant denies the allegations of fact contained in paragraph eight.
9. The defendant admits that it paid the plaintiff \$5,175 on or around June 1, 2003. Otherwise the defendant is without knowledge or information sufficient to

form a belief as to the truth of the averments in paragraph nine and, on that basis, denies the same.

10. The defendant is without knowledge or information sufficient to form a belief as to the truth of the averments in paragraph ten and, on that basis, denies the same.

11. The defendant is without knowledge or information sufficient to form a belief as to the truth of the averments in paragraph eleven and, on that basis, denies the same.

12. The defendant is without knowledge or information sufficient to form a belief as to the truth of the averments in paragraph twelve and, on that basis, denies the same.

13. The defendant denies the allegations of fact contained in paragraph thirteen.

As to the numbered "Wherefore" clause, defendant denies any liability, in any form or amount, to plaintiff.

AFFIRMATIVE DEFENSES

First Affirmative Defense

The plaintiff's claims are barred by the doctrine of estoppel.

Second Affirmative Defense

The plaintiff has failed to mitigate his alleged damages.

Third Affirmative Defense

The defendant acted in good faith at all relevant times.

Fourth Affirmative Defense

If the court should find that there was a contract between the parties, the plaintiff's claim for breach of contract is barred because the defendant fully or substantially performed any and all of its contractual obligations.

Fifth Affirmative Defense

If the court should find that there was a contract between the parties, the plaintiff's claim for breach of contract is barred because the defendant's performance was excused by the plaintiff's prior and material breach of the contract.

Sixth Affirmative Defense

The plaintiff has failed to state a claim upon which relief may be granted.

Seventh Affirmative Defense

The plaintiff's claims are barred by the doctrine of laches.

Eighth Affirmative Defense

The plaintiff brings this action with unclean hands.

Ninth Affirmative Defense

The plaintiff's claims do not satisfy the requirements of Fed.R.Civ.P. 11(b).

Tenth Affirmative Defense

The plaintiff was an at-will employee at all times.

Eleventh Affirmative Defense

The plaintiff's claims are barred in whole or in part by the statute of frauds.

COSTS AND ATTORNEY'S FEES

The defendant reserves the right to request costs and attorney's fees.

Respectfully submitted,  
Specialty Elastomers  
Holdings, Inc.,  
By its attorneys,

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Dated: 5 Dec 03

Certificate of Service

I hereby certify that a true copy of the above document was served upon the attorney of record for each other party by mail.

Dated: 5 Dec 03

*Eugene J. Sullivan III*  
Eugene J. Sullivan III